

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 8/18/04

Division: Public Safety

Bulk Item: Yes ☒ No

Department: Solid Waste Management

AGENDA ITEM WORDING: Approval of a contract with SCS Engineers for General Solid Waste Consulting Engineer Services

ITEM BACKGROUND: It is necessary to have an engineering consultant to comply with the requirements of the Florida Department of Environmental Protection regarding inspections, reporting, and financial assurance cost estimates; as well as for other needs and projects that may arise from time to time. A Request for Qualifications (RFQ) for General Solid Waste Consulting Engineering Services was advertised with responses being opened on July 2, 2004. SCS Engineers were ranked number one, and a contract has been negotiated. Payments will be based on individual Purchase/Service Orders (PSO's) issued for each assignment, and which will be individually priced as an agreed Lump Sum.

PREVIOUS RELEVANT BOCC ACTION: Approval to advertise a Request for Qualifications (RFQ) for General Consulting Engineer Services on 4/21/04. Approval to negotiate a contract was given on 7/23/04.

CONTRACT/AGREEMENT CHANGES: This is a new contract

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Not to Exceed \$100,000.00 annually **BUDGETED:** Yes ☒ No ☐

COST TO COUNTY: Not to Exceed \$100,000.00 annually **SOURCE OF FUNDS:** Solid Waste assessments and tipping fees

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

ITEM PREPARED BY: Carol A. Cobb 7/29/04
Carol A. Cobb, Sr. Administrator Solid Waste Management

DIVISION DIRECTOR APPROVAL:

James R. "Reggie" Paros

DOCUMENTATION: Included ☒ To Follow ☐ Not Required ☐

DISPOSITION: _____

AGENDA ITEM # C15

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: SCS Engineers Contract # _____
 Effective Date: 8/18/04
 Expiration Date: 8/17/09

Contract Purpose/Description:
General consulting engineer services in connection with the planning, development, permitting, operations, and maintenance of the solid waste facilities.

Contract Manager: Carol A. Cobb x4432 Solid Waste Management/Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 8/18/04 Agenda Deadline: 8/3/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 100,000.00 Current Year Portion: \$ 30,000.00
 Budgeted? Yes ☒ No ☐ Account Codes: 414-43001-530-310-
414-43002-530-310-
 Grant: \$ N/A 414-43003-530-310-
 County Match: \$ N/A 414-43004-530-310-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: N/A
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8/2/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/2/04</u>
Risk Management	<u>7/29/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/29/04</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/29/04</u>
County Attorney	<u>7/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/27/04</u>

Comments: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of August, 2004, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County"), and SCS Engineers, (hereinafter called the "Consultant").

WHEREAS, County owns and operates solid waste and recycling facilities; and

WHEREAS, County requires general consulting engineer services in connection with the planning, development, permitting, operations, and maintenance of these facilities; and

WHEREAS, County has selected Consultant pursuant to Section 287.055, Florida Statutes to provide general consulting engineer services; and

WHEREAS, Consultant represents it is capable and prepared to provide such services;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

1. THE CONTRACT

The contract between the County and the Consultant, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with the Notice of Request for Qualifications; Instruction to Respondents; General Terms and Conditions; Terms and Conditions Specific to Request for Qualifications General Solid Waste Consulting Engineer Services; Insurance Requirements and the Consultant's Response to Request For Qualifications (RFQ). In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF SERVICES

The Consultant shall provide general solid waste consulting engineer services for the County. The Consultant warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Consultant shall provide services using the following standards, as a minimum requirement:

- A. The Consultant shall maintain adequate staffing levels to provide the services required under the contract resulting from the RFQ process.
- B. The personnel shall not be employees of or have any contractual relationship with the County. [IF APPROPRIATE: To the extent that Consultant uses subcontractors or independent contractors, this contract specifically requires that the level of independence normally exercised by such subcontractors and independent contractors be curtailed and that they be supervised by the Consultant.]
- C. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

3. PAYMENTS TO THE CONSULTANT

This agreement is contingent upon an annual appropriation by the Board of County Commissioners. Payments will be based on individual Purchase/Service Orders (PSO's) issued for each assignment, and which will be individually priced as an agreed Lump Sum.

In the event a portion of the services compensated on this payment basis extends over a period of several months, progress payments may be made to the Consultant. Such progress payments shall correspond to the total amount of the Agreed Lump Sum for the applicable services times the change in percent complete of the services for the invoice period as estimated by the Consultant and approved by the County.

County shall reimburse Consultant for the cost of all travel-related expenses (including but not limited to meals, lodging, transportation, etc.) of employees and principals when away from the home office on projected related work, which expenses shall not exceed the limits specified in the Monroe County Ordinance 004-2004. COUNTY shall reimburse Consultant for all other project-related expenses at cost, plus 10% percent service fee for handling and administration. Expenses include but shall not be limited to blueprints and reproduction costs, shipping, outside consultants, materials testing, bond premiums, title company charges, applicable fees, permits, survey monuments, computer charges, toll calls, and so forth.

Fees and other charges will be invoiced monthly by Consultant. The amount of each invoice shall be due at the time of billing.

The Consultant shall submit to the County an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract and in accordance with Purchase/Service Orders (PSO's) issued. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.

4. TERM OF CONTRACT

The term of this contract is for five (5) years, commencing on the 18th day of August, 2004, and ending on the 17th day of August, 2009.

5. CONSULTANT'S ACCEPTANCE OF CONDITIONS

- A. The Consultant hereby agrees that he has carefully examined the solid waste and recycling facilities and sites for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the RFQ documents. All RFQ documents have been read and carefully considered by the Consultant, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Consultant.
- B. Any ambiguity or uncertainty in the RFQ documents shall be interpreted and construed by the County Attorney, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the County of any of the services furnished by the Consultant shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and RFQ documents covering the services. Failure on the part of the Consultant, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Consultant, who in any event shall be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Consultant's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the RFQ documents.
- D. The Consultant has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

6. CONSULTANT'S FINANCIAL RECORDS

Consultant shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or

their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Consultant pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Consultant shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Consultant.

7. PUBLIC ACCESS

The County and Consultant shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Consultant in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Consultant.

8. HOLD HARMLESS AND INSURANCE

The Consultant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Consultant or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, the Consultant shall furnish the County Certificates of Insurance indicating the following coverages or in excess thereof, and naming Monroe County Board of County Commissioners as an additional insured on all except Workers Compensation:

- Workers Compensation in the amount of statutory limits;
- Employers Liability with \$100,000.00 per person, \$500,000.00 per occurrence, \$100,000.00 property damage;
- General Liability (Premises operations, blanket contractual, expanded definition of property damage, products, and completed operations, personal injury) with \$100,000.00 per Person, \$300,000.00 per occurrence, \$50,000.00 property damage, or \$300,000.00 combined single limit;
- Vehicle Liability with \$50,000.00 per Person, \$100,000.00 per occurrence, \$25,000.00 property damage, or \$100,000.00 combined single limit;
- Professional Liability with \$250,000.00 per occurrence, \$500,000.00 aggregate.

Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Consultant in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

9. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Consultant is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Consultant or any of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

10. NONDISCRIMINATION

County and Consultant agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Consultant agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. ASSIGNMENT/SUBCONTRACT

The Consultant shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the County Administrator. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

12. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Consultant. The Consultant shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

13. DISCLOSURE AND CONFLICT OF INTEREST

The Consultant represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the Consultant shall notify the County of any financial interest it may have in any and all programs in Monroe County which the Consultant sponsors,

endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Consultant warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Consultant agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

15. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY :

James R. "Reggie Paros, Director
Public Safety Division
Marathon Airport
9400 Overseas Highway, Suite 200
Marathon, FL 33050

FOR CONSULTANT:

Raymond J. Dever, PE, DEE
Vice President/Office Director
SCS Engineers
Environmental Consultants
3012 US Highway 301 North, Suite 700
Tampa, FL 33619-2242

16. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Consultant shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

17. TERMINATION

- A. The County may terminate this contract for cause with seven (7) days notice to the Consultant. Cause shall constitute a breach of the obligations of the Consultant to perform the services enumerated as the Consultant's obligations under this contract.
- B. Either of the parties hereto may terminate this contract without cause by giving the other party ninety (90) days written notice of its intention to do so.

18. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Consultant agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and Consultant agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Consultant agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

E. Attorney's Fees and Costs. The County and Consultant agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

F. Adjudication of Disputes or Disagreements. County and Consultant agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Consultant agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Consultant specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Consultant and their respective legal representatives, successors, and assigns.

20. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

21. CLAIMS FOR FEDERAL OR STATE AID

Consultant and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

22. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

23. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Consultant agree that neither the County nor the Consultant or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

25. ATTESTATIONS

Consultant agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

28. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(SEAL)

CONSULTANT

Attest:

By: _____
WITNESS

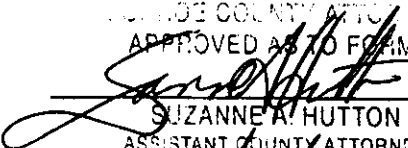
Title: _____

By: _____

Title: _____

By: _____

Title: _____
WITNESS

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

DATE: 7/27/04

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCS ENGINEERS STANDARD FEE SCHEDULE

(Effective August 1, 2004 through July 31, 2005)

	<u>Rate/Hour (\$)</u>
Project Director/Associate	145
Senior Project Manager	125
Project Manager.....	115
Senior Project Professional.....	93
Senior Superintendent.....	87
Project Professional	82
Designer	72
O&M Superintendent	67
Staff Professional.....	67
Senior Technician.....	62
Associate Staff Professional	55
Draftsperson	50
Technician	47
Office Services Manager	52
Secretarial/Clerical	42

The hourly rates are effective through July 31, 2005. The contract/agreement hourly rates agreed to herein, might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available.

**PURCHASE/SERVICE ORDER PURSUANT TO AGREEMENT BETWEEN
MONROE COUNTY AND SCS ENGINEERS FOR
GENERAL SOLID WASTE CONSULTING ENGINEER SERVICES**

PURCHASE/SERVICE ORDER NUMBER _____

1. PROJECT NAME:

2. SCOPE OF SERVICES TO BE PERFORMED:

3. DAYS TO COMPLETE:

4. LUMP SUM FEE THIS PURCHASE/SERVICE ORDER \$ _____.

4. AGREEMENT BY THE PARTIES: The parties have caused this Purchase/Service Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

By: _____

Print name: _____

Title: _____

Date: _____

MONROE COUNTY:

Recommended By:

Print Name: _____

Title: _____

Date: _____

Approved By:

Print Name: _____

Title: _____

Date: _____